

12-15-2006



EET

Attorney Docket 026,314-054

103349392

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12.7.06

1. Name of conveying party(ies)

Bret A. Ferree

2. Name and address of receiving party(ies)

Name: Anova Corporation

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 6, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

Street Address: 25 DeForest Avenue

c/o The Vertical Group

City: Summit

State: NJ

Country: USA Zip: 07901

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: John Kappos

Internal Address: _____

Street Address: 610 Newport Center Drive, 17th Floor

City: Newport Beach

State: CA Zip: 92660-6429

Phone Number: (949) 760-9600

Fax Number: (949) 823-6994

Email Address: jkappos@omm.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 50-2862

Authorized User Name _____

9. Signature:

Diane K. Wong
Signature

December 7, 2006

Date

Diane K. Wong

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

113b13 U.S. PTO
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12/14/2006 DBYRNE 00000106 502862 11635829

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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

American LegalNet, Inc.
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NB1:701994.1

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, **BRET A. FERREE**, a citizen of U.S.A., having a place of business at 25 DeForest Avenue, Summit, NJ 07901 (hereinafter referred to as "ASSIGNOR"), have invented **SUTURES FOR USE IN THE REPAIR OF DEFECTS IN THE ANULUS FIBROSUS**, for which application for Letters Patent of the United States of America is being submitted herewith; and

WHEREAS, **Anova Corporation**, a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal place of business at 25 DeForest Avenue c/o The Vertical Group, Summit, NJ 07901 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto, to be obtained for said invention by said application, and to any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and

NB1:701938.1


Trademarks to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention, and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, the ASSIGNOR has executed this Assignment at:

CINCINNATI, Ohio
(City/State)


Bret A. Ferree

12/6/06
Date